

University Medical Center Of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2011-26 Cardiac Rhythm Monitoring Devices

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2011-26

DESCRIPTION: Cardiac Rhythm Monitoring Devices

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 383-3824
Or EMAIL TO: jim.haining@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-26
Cardiac Rhythm Monitoring Devices

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2011-26
Cardiac Rhythm Monitoring Devices

UMC is looking to identify superior proposers to provide cardiac rhythm monitoring devices.

The RFP package is available as follows:

- Pick up - University Medical Center, Contracts Management Office, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at jim.haining@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 383-3606.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

A non-mandatory Pre-Proposal Conference will be held on **October 12, 2011** at **11:00 a.m.**, at 800 Rose St, Las Vegas, 4th Floor Conference Room H.

Proposals will be accepted at the University Medical Center address specified above on, or before, **October 20, 2011** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
October 9, 2011

GENERAL CONDITIONS
RFP NO. 2011-26
Cardiac Rhythm Monitoring Devices

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

OWNER is soliciting proposals for Cardiac Rhythm Monitoring (CRM) Devices

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior proposers to provide cardiac rhythm monitoring devices.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions.

4. DESIGNATED CONTACTS

OWNER's representative will be Jim Haining, telephone number (702) 383-3606. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Jim Haining, Contracts Management, jim.haining@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	October 9, 2011
Pre proposal conference (non-mandatory)	October 12, 2011 at 11:00 am
Question and Answer Period	Through October 14, 2011
Final Date to Submit Questions	October 14, 2011
Last Day for Addendums	October 17, 2011
RFP Responses Due (2:00 pm)	October 20, 2011
RFP Evaluations	October 2011
Finalists Selection	October 2011
Finalists Oral Presentations (if required)	October 2011
Final Selection & Contract Negotiations	October / November 2011
Award & Approval of the Final Contract	November 2011

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER reserves the right to make a multiple award if it is in the best interest of OWNER.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and Principal Physician and present the contract(s) to the BCC for approval. A sample contract is attached hereto and incorporated by reference herein as Exhibit B.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 25 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

PROPOSER shall submit 1 clearly labeled original and 3 copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

University Medical Center
Contracts Management
Trauma Center Building
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2010-26
CRM Devices

U.S. Mail Delivery

University Medical Center
Contracts Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

RFP No. 2010-26
CRM Devices

Express Delivery

University Medical Center
Contracts Management
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2010-26
CRM Devices

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and

defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List PROPSER's geographic market penetration in the United States. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to provide product and warranty services under this Agreement or that could materially affect Owner's decision.
4. Any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
5. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
6. List all firm demographics including:
 - o Total number of employees
 - o Total number of women employed
 - o Total number of minorities employed
 - o Total number of bilingual employees, indicate language(s) spoken
 - o Total number of employees living in Las Vegas, Nevada area

General Conditions

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Cardiac Rhythm Monitoring Devices

7. Disclose any financial contributions or expenses paid to physicians credentialed at UMC or to UMC employees in the last two (2) years.
8. Disclose any potential conflict of interest between your company or independent sales agent of your company and any UMC employee or physician credentialed at UMC.

B. References

Provide a list of 3 references that include hospitals with 500+ beds with which your organization is currently contracted. Include hospital name, contact name, contact phone number and contact email address.

C. Product Specifications

Provide PROPOSER's specific product descriptions, part numbers, product specifications, and warranty specifications for each category of product described in Exhibit A, Scope of Project.

D. Fee

Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Exhibit A, Product Specification. All prices will be FOB Destination, freight included.

D. Compliance with OWNER'S Standard Contract

OWNER's Standard Contract is attached for your review. Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract.

E. Disclosure Forms

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form and Disclosure of Relationship form with its proposal.

F. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit A

SCOPE OF PROJECT

1. Product Categories

Following are the product categories of the CRM devices being considered.

- a. **Single Chamber Pacemaker**
Pulse generator w/ 1 lead
Provides electrical stimulus to 1 chamber of the heart
Senses intrinsic beat and inhibits pacing if needed
- b. **Dual Chamber Pacemaker**
Pulse Generator w/ 2 leads
Provides electrical stimulus to 2 chambers of the heart. Senses both atrial and ventricular intrinsic beats. Inhibits pacing if needed
- c. **Biventricular Pacemaker**
Pulse generator with 3 leads
Provides electrical stimulus to atrium, right and left ventricle. Prescribed for patients with heart failure to regain resynchronization
- d. **Single Chamber Automatic Implantable Cardioverter Defibrillator (AICD)**
Single lead with pacing and shocking ability
Provides electrical stimulus for pacing slow heart rates and Shocking ability for fast beats
- e. **Dual Chamber AICD**
Dual lead system provides electrical stimulus to atrium and ventricle
Provides shocking capability to heart through lead
- f. **Cardiac Resynchronization Therapy Defibrillator (CRT-D)**
3 lead system
Provides electrical stimulus to atrium, right and left ventricle
Prescribed for patients with heart failure to regain synchronization and that meet criteria for defibrillation
- g. **RF (radio frequency) Devices**
Use specified radio frequency to communicate with device in hospital
Provides home monitoring through RF capability to monitor and send information. Utilizes internet notification to following physician as needed
- h. **Leads:**
Coated wire connected to 2 platinum electrodes
Makes connection between device and heart
- i. **Biventricular leads**
Connected to device provides electrical stimulus to left ventricle deployed through coronary sinus

2. Usage

Sept 2009 - Aug 2011	
Single Chamber Pacemaker	20
Dual Chamber Pacemaker	160
ICD Single Chamber	32
ICD Dual Chamber	143
CRT-D	87
Brady Leads	434
Shocking Leads	196
Left Ventricular Leads	53
Epicardial LV Leads(Myopore)	24

3. Business License Requirements

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a UMC facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- a. Clark County Business License is Required if:
 - 1. A business is physically located in unincorporated Clark County, Nevada.
 - 2. The work to be performed is located in unincorporated Clark County, Nevada.
- b. Register as a Limited Vendor Business Registration if:
 - 1. A business is physically located outside of unincorporated Clark County, Nevada
 - 2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department"
(http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

Exhibit B

Sample Contract

University Medical Center of Southern Nevada Cardiac Rhythm Monitoring Product Agreement

By placing any Cardiac Rhythm Monitoring (CRM) product at University Medical Center of Southern Nevada (UMC), Supplier agrees to this Agreement and will abide by the specifications outlined in this Agreement.

1. Products

- a. If CRM products are placed at UMC by Suppliers, the products will be on consignment. Supplier will provide an itemized list of all consigned products placed. Consignment inventory is not required. If Supplier does not desire to place product on consignment, Supplier will ship product directly to UMC upon receipt of a purchase order.
- b. Supplier will retain title to all products until such time as this Agreement provides for transfer of title to UMC.
- c. Legal title to products maintained in UMC's stocking area and under UMC's control shall remain with Supplier until removed from UMC's stocking area for use by UMC, at the time the product inner package is opened, or the product is lost, damaged or otherwise rendered unsalable while in UMC's custody or control (a "Use"). UMC shall have sole physical control and responsibility for product received by UMC and, therefore, UMC shall bear the risk of loss and costs to replace such products in the event of loss or damage of products.
- d. Expired Product will not be considered a Use by UMC under this Agreement. If UMC discovers expired product under its control, it will immediately pull and quarantine that product and contact Supplier representative for replacement product at no cost to UMC.
- e. UMC will be responsible for proper storage conditions, security and inventory management (e.g., using product closest to expiration before other product of same type and size) for all consignment product received in its custody or under its control. UMC will ensure that consignment product is covered by its fire, theft and/or other applicable insurance policies.
- f. For each Use of a consigned product, UMC will issue a purchase order for a like product to replace the product used. UMC will be invoiced at the then-current contract price for the replacement product, and title to the replacement product will remain with Supplier until used. Replacement product will be deemed to be consignment product for the purposes of this Agreement.
- g. Any product restocking, additions, and/or replacements will be coordinated with UMC department manager or his/her designee.
- h. Access to these consigned sets will be coordinated with UMC department manager or his/her designee.
- i. This Agreement shall not be construed to obligate UMC to purchase any minimum volume of products from Supplier. Nor shall UMC be required to use Supplier as its exclusive source of products covered by this Agreement.

2. New Technology

- a. New technologies are defined as a significant material or function change of an existing product and/or line of products. Product redesign or refinement does not constitute a new technology.
- b. All new innovative and revolutionary technologies must be approved by UMC and added to this Agreement in the form of an amendment before the product may be used at UMC. Product brought into the operating/procedure room without prior approval will not be reimbursed and the supplier representative's privileges/credentialing at UMC may be suspended. Continued violation of this process can result in credentialing revocation.
- c. UMC will determine new technology after the product has been used in a pre-determined number of cases (minimum of 5 cases) at the current pricing schedule.
- d. Pricing for new technology will be negotiated between Supplier and UMC.

3. Expiration of Product

Supplier will ensure that expired products will be removed from consigned stock prior to the expiration date on the products and will never be used in any case. Supplier will not bring an expired product into the hospital for any reason. Violation of this process can result in credentialing revocation.

4. Freight / Shipping

- a. All products will be shipped FOB Destination, freight included.

- b. No Shipping / Handling or Freight charges will be paid by UMC for products delivered directly to the facility by supplier's representative.
- c. Utilization of UMC Supplier Packing List documentation must be completed by supplier's representative within 24 hours of procedure completion and be accompanied with a bill of lading from supplier to include:
 - i. UMC Supplier Packing List
 - 1. Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
 - 2. Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number
 - 3. Supplier's complete name, address, and contact information (both email / phone)
 - 4. Manufacturer's complete name, address, and contact information if applicable
 - ii. Supplier's Bill of Lading must include:
 - 1. Manufacturer's complete name, address, and contact information
 - 2. Supplier's complete name, address, and contact information (both email / phone)
 - 3. Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
 - 4. Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number

5. Invoicing / Purchase Orders

Purchase orders are provided based on the completion and timeliness of the UMC Universal Vendor Packing Slip and Company Packing List as listed below:

- 1. Patient Sticker on all documents
- 2. Circulating Nurse signature and date on all documents
- 3. Date of Service, Physician, Room Number and abbreviated case description on all documents

Legibility of all documents is required and must include:

- 1. Complete product descriptions, quantities, units of measure, and contracted pricing
- 2. Use of one line per product
- 3. Complete vendor contact information for representative responsible for the case

Modifications are not to be made to the UMC Universal Vendor Packing Slip without prior approval of UMC department manager. Invoicing may be completed once a Purchase Order is received from UMC Materials Management Department. Pricing issues and discrepancies are to be discussed with the Materials Management Department. Purchase Orders are issued as timely as possible. Notification in writing (electronic mail) can be forwarded to the Materials Management Department no sooner than ten (10) days post date of surgery. Additional contacts can be made through the UMC department manager.

6. Payment Terms

Payments shall be made within thirty (30) days of receipt of an approved invoice as described in Section 5 above.

7. Confidentiality

Supplier acknowledges that UMC is public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, and as such its contracts are public documents available to copying and inspection by the public. If UMC receives a demand for the disclosure of any information related to this Agreement which Supplier has claimed to be confidential and proprietary, such as Supplier's programs, services, business practices or procedures, UMC will immediately notify Supplier of such demand and Supplier shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for protective order. Supplier shall indemnify and defend UMC from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Supplier document in UMC's custody and control in which Supplier claims to be confidential and proprietary.

8. Non-Excluded Healthcare Provider:

Supplier represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Supplier represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Supplier or its affiliates or to their knowledge against any employee, contractor or agent engaged to

provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

9. False Claims Act

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a supplier may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that Supplier knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as Exhibit "B". Supplier is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, UMC supplier, or UMC employee which Supplier believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

10. Budget Act and Fiscal Fund Out

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

11. Term of Agreement

This Agreement is effective as of December 1, 2011 (the "Effective Date") and expires on December 31, 2013. Either party may terminate this Agreement at any time by giving thirty (30) days' advanced written notice to the other party.

12. Insurance

Supplier shall carry Product Liability, Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of Agreement and shall provide proof of coverage upon request by UMC.

13. Governing Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without regard to its choice of law provisions and the jurisdiction and venue of the federal and state courts in Las Vegas, Nevada.

14. Entire Agreement.

This document, including Exhibits A and B, constitutes the entire agreement between the parties, whether written or oral, and supersedes all other agreements between the parties which provide for the same products as contained in this Agreement.

Agreed to and Accepted by:

Company Name: _____
Authorized
Representative Signature: _____
Printed Name/Title: _____
Date: _____
Attention To (for notice) _____
Address (for notice) _____
City, State, Zip _____

University Medical Center of Southern Nevada

Authorized
Representative Signature: _____
Printed Name/Title: Brian G. Brannman, CEO
Date: _____
Attention To (for notice) Attn: CEO
Address (for notice) 1800 West Charleston Blvd
City, State, Zip Las Vegas, NV 89102

Exhibit A Pricing Schedule

Pricing is based on a flat fee per item or assembly.

Product Category	Model #	List Price	UMC Price
Single Chamber Pacemaker			
Dual Chamber Pacemaker			
Biventricular Pacemaker			
Single Chamber Automatic Implantable Cardioverter Defibrillator (AICD)			
Dual Chamber AICD			
Cardiac Resynchronization Therapy Defibrillator (CRT-D)			
RF (radio frequency) Devices			
Leads (various varieties)			
Biventricular Leads			
Other:			

Exhibit B

Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly and willfully submits, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who "knowingly":

- Present a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of \$25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties range from \$5,000 to \$10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than \$250, are 6 months to 1 year imprisonment in the county jail; a maximum fine of \$1,000 to \$2,000; or both. If the value of the false claim(s) is greater than \$250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of \$5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed,:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, or Angela Darragh, the Corporate Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://umcsn.alertline.com>. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Angela.Darragh@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other					
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Corporate/Business Entity Name:					
(Include d.b.a., if applicable)					
Street Address:			Website:		
City, State and Zip Code:			POC Name and Email:		
Telephone No:			Fax No:		
Local Street Address:			Website:		
City, State and Zip Code:			Local Fax No:		
Local Telephone No:			Local POC Name Email:		
Number of Clark County Nevada Residents Employed:					

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non- profit organizations)
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

<hr/> Signature	<hr/> Print Name
<hr/> Title	<hr/> Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF RELATIONSHIP
(Suppliers)**

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual’s duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member’s annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member’s personal activities or the activities of a family member.

Disclosure of Relationship (Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?
- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name

Authorized Department Representative